

1/11/07

Town of Tiverton, Rhode Island

Town Planner

COPY

Employment Contract

**AGREEMENT** entered into this 5<sup>th</sup> day of January 2007 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Christopher Spencer, hereinafter referred to as the "Employee". WHEREAS the Town Administrator, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into employment of the Employee, it is now agreed that the following be effected:

1. **TERM**

The term of this agreement shall commence on January 8, 2007 and continue for three (3) consecutive years and terminate on January 7, 2010.

2. **DUTIES**

The Employee shall be responsible for the compliance of all development plans to the Town of Tiverton Code of Ordinances. The Employee shall make recommendations to the Planning Board and Town Council on needed updates to the Planning and Zoning sections of the Town of Tiverton Code of Ordinances. The Employee shall serve as an advisor to the Planning Board and Town Council on all planning issues. The Employee shall review all plans submitted to the Planning Office to make sure they are in compliance with Town Ordinances and to work with the Code Enforcement Office, Wastewater Management Commission and Tiverton Fire Marshall in the review of plans for development. The Employee shall be responsible for budgeting and operations of the office and the personnel within.

3. **SALARY**

The Employee shall receive the salary of \$65,000.00 per year for the period beginning January 8, 2007. Years two and three, anniversary increases shall be determined by merit.

The procedure for determining the level of merit based salary shall be performance related. The employee shall receive in salary according to the following:

- |    |                                      |                |
|----|--------------------------------------|----------------|
| 1. | Exceeds Requirements in all areas -  | 5% increase    |
| 2. | Exceeds Requirements in most areas - | 4 ½ % increase |
| 3. | Exceeds Requirements in some areas - | 4% increase    |
| 4. | Performs at the satisfactory level - | 3% increase    |
| 5. | Needs Improvement -                  | 0% increase    |

All of the stated amounts are to be paid on a bi-weekly basis. It is herein agreed and understood that in the event of termination of employment by either party the aforesaid annual salary shall be prorated on an annualized basis.

4. **JOB EVALUATION**

The Employer shall evaluate the job performance of the Employee at least once annually for the entire period of the agreement. The evaluation shall include a six (6) tiered ranking system as follows:

1. Exceeds Requirements in all areas:
2. Exceeds Requirements in most areas
3. Exceeds Requirements in some areas:
4. Performs at the satisfactory level
5. Needs Improvement
6. Fails to meet minimum requirements/expectations

The Employer reserves the right to conduct a job evaluation at any time during the Term of the agreement.

5. **RETIREMENT**

The Employee shall participate in the RI State Employee's Retirement System with COLA C provisions effective November 1, 2006 with contributions to the plan by the Employee pursuant to the provisions of the retirement plan.

6. **VACATION**

The Employee shall be entitled to vacation leave at the rate of eighteen (18) days per year accumulated at the rate of 1 and ½ days per month. It is agreed that during the term of this contract the Employee may carry forward vacation leave up to an accumulated total of four (4) weeks.

7. **SICK LEAVE/PERSONAL LEAVE**

The Employee shall be granted 10 sick days per year. Leave may be accumulated for the term of this contract. Sick leave will be accumulated at the rate of 1 day per month. There shall be no cash value to any accumulated sick leave at any time during this agreement period. The Employer may require a physician's certificate after five (5) consecutive days of absence from employment due to illness.

The Employee shall be granted 2 personal days.

8. **BEREAVEMENT LEAVE**

The employee may be absent for three consecutive calendar days (with full pay) in the case of death of a mother, father, brother, sister, wife or child.

Two days for father-in-law or mother-in-law or a grandparent. An additional day may be granted at the discretion of the Town Administrator for any Bereavement leave.

9. **LIABILITY INSURANCE**

The Employee shall be covered by the Town of Tiverton Public Liability Insurance Policy and shall be indemnified and held harmless for losses and expenses incurred or sustained by the Employee in consequence of the proper discharge of the office and while acting in the capacity of his employment.

10. **HOLIDAYS**

The Employee shall be entitled to time off with pay for the following holidays:

New Years' Day	Martin Luther King Day
President's Day	Good Friday (one half day)
Memorial Day	Independence Day
Victory Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Half Day before Christmas	Christmas Day

11. **LIFE INSURANCE**

The employee shall be entitled to term life insurance coverage in the amount of \$50,000.00 for the period of this agreement.

12. **HEALTH INSURANCE**

The Employee shall be entitled to Health Insurance Coverage, (Blue Cross Healthmate Coast to Coast and Delta Dental or equivalent plans) either individual or family plan at the election of the Employee during the term of this agreement. The Employee agrees to pay fifteen percent (15%) of the cost of the health and dental plans. The Employer reserves the right to provide comparable coverage during the period of this agreement using another plan provider. In lieu of this benefit, the Employee may choose to be compensated at the rate of \$3,000 per year with such compensation being disbursed in equal biweekly amounts.

13. **CONTINUING EDUCATION**

The Employee shall be reimbursed \$2,000.00 per year for costs associated with continuing education as related to the position of Town Planner.

14. **EQUIPMENT**

The Employer will provide the Employee with a cellular phone and service plan which shall be used primarily to conduct municipal business. The Town will reimburse mileage at the Internal Revenue Service approved rate.

15. **AICP CERTIFICATION**

The Employee shall receive a "Certificated Planner" designation from the American Planning Association within one year of appointment unless an extension is approved by the Town Administrator.

16. **SUSPENSION/REMOVAL**

Notwithstanding the term of this employment contract, termination shall occur either by:

- a. Mutual agreement of the parties;
- b. Retirement of the Employee;  
In the event of retirement of the Employee, the employee shall notify the Employer at least sixty (60) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties. All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement
- c. Employee may be terminated or suspended for willful non-compliance with any provisions of Rhode Island law or the Tiverton Home Rule Charter including, but not limited to, those provisions which relate to the Employee's qualifications for holding the position of Town Planner.
- d. Death of Employee;
- e. Disability of Employee;  
In the event of disability, by illness or physical or mental incapacity of the Employee to perform his duties and obligations as prescribed under this contract, which disability exists or is likely to exist for a period of more than six (6) months during the term of this Agreement, the Employer may, in its discretion, make a proportionate deduction from the Employee's salary, subject to the Employee's entitlement to sick leave or other applicable benefits accrued by the Employee. In the event the disability of the Employee continues for a period of one (1) year or more or if the disability is determined to be permanent by competent medical documentation (at least two (2) physicians specializing in the area of the claimed disability other than the Employee's treating physician), the Employer may terminate the agreement at its option with notice to the Employee and all obligations of the Employer for payment of salary and other benefits shall cease.
- f. The employee's non-compliance with any provisions of Rhode Island law or the Tiverton Home Rule Charter which relate to the Employee's qualifications for holding the position of Town of Planner.
- g. Discharge for Cause  
Employee may be discharged for cause during the term of this agreement for one or more of the following reasons: (1) immorality, (2) conviction of a felony or other crime involving moral turpitude, (3) repeated failure to comply with established Employer policy and/or (4) continuing neglect of duties.

The Town Administrator may terminate Employee or suspend Employee for a designated period of time in accordance with this section. Any such termination or suspension of EMPLOYEE during the term of this

agreement prior to its termination date shall be governed by Section 1210 of the Town of Tiverton Home Rule Charter.

17. **STATUS REPORT**

Prior to the issuance of the employee's final paycheck, the employee shall submit a written report to the Town Administrator, which details the status of the Planning Department. This shall include, but not limited to, an assessment of operations, status of Planning budget, description of pending and awarded grants, description of pending and special projects, and details of unresolved issues.

18. **RENEWAL**

Renewal of the Employee's employment shall be considered by the Employer in the last 6 months of the Employee's employment contract. Not later than 30 days prior to the end of the last year of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to renew or not renew the employment contract or offer Employee a new employment contract.

19. **POLICIES and PROCEDURES**

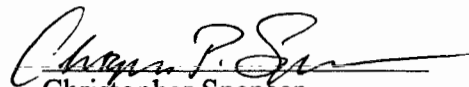
The Employee is subject to all policies and procedures as adopted by the Employer.

This agreement is executed this 5th day of January, 2007.

Town of Tiverton:

  
W. Glenn Steckman  
Town Administrator

Employee:

  
Christopher Spencer  
Town Planner